

Terms & Conditions for the **nasscom foundation TechForGood Awards 2024**

Definition

Awards	Nasscom Foundation TechForGood Awards 2024
Awards Management/Management	Nasscom Foundation and / or organizers who are responsible for the overall conduct of the Awards
Participant	The participant can be any person that sends in the application to participate in the Awards as per the rules and regulations, or is nominated by the organisers to participate in this Awards
Application form	The application form for the Award is determined by the completely filled-in form submitted by participant. The participant must apply online on the below mentioned website
Jury	A group of experts identified by Awards management for evaluation/review of the entries based on pre-defined evaluation parameters
Terms and conditions (“T&C” or “Terms”)	The terms governing the Awards, as may be amended from time to time by the Awards Management
Website and its T&C & Privacy	Nasscom Foundation TechForGood Awards
Contact ID	techforgoodawards@nasscomfoundation.org

- By participating in the Awards, the participant agrees to abide by and be bound by these Terms.
- These Terms may be modified without any prior written notification. Participant is advised to regularly review these Terms uploaded on the website. If there is any disagreement with any of the Terms and any amendments thereto, participant must not participate in the award.
- The Awards process, categories and gratification thereof may be changed/modified/split/ merged /increased / decreased or cancelled by the Awards management based on the number and quality of entries received.
- Awards management reserves the right to add or remove nominations in any category based on the quality of entries received in that category.
- If no participants are found to be worthy of inclusion by the Awards management, the reward may be cancelled. The decision of Awards management in this regard will be final and binding. The Awards management will not entertain any queries in this regard.

Awards Objective

The 3rd edition of the TechForGood Awards is an initiative by nasscom foundation, aimed at supporting and celebrating organizations that are leveraging technology to create solutions that help build a better and a more sustainable society.

Eligibility criteria

General Eligibility Criteria:

- The participating entity must have a registered presence in India for minimum five years as on March 31, 2024 for all categories.
- Social Enterprises, MSME's, Startups, NGO's, Government Organizations and Large – Scale Organizations can apply for the Awards.
- Product/Solution/Initiative submitted for the Awards must benefit India or a community in India.
- Product/Solution/Initiative submitted should not be in ideation stage, it should have been operational in the market for minimum two years as on March 31, 2024.
- Applicants can apply in maximum two categories in one segment.
- The participating entity entering for the Awards must fall into any of the three Award segments:

Segment A – For-Profit

- For Social enterprise/MSMEs: Annual turnover should not exceed INR 250 crore as on March 31, 2024.
- For Startups: The entity should be within ten years from the date of incorporation/registration, with turnover not exceeding INR 100 crore for any financial year since incorporation/registration as on March 31, 2024.
- Participating entity falling in this segment should have valid MSME/DPIIT/Incorporation Certificate/GST certificate.

Segment B – Not-For-Profit

- The participating entity should be registered under the Indian Trust Act, 1882, Societies Registration Act, 1860, or as a Section 8, Companies Act 2013, and should not be a part of any Corporate as on March 31, 2024.

Segment C – Corporate

- The organization must have an annual turnover of more than INR 500 crore as on March 31, 2024.
- Corporate Foundation and Foundation backed by/ part of a Corporate can apply in this segment.

Awards categories

Participants can apply in the below categories as per the eligibility criteria defined for each category by the management:

Segment A – For-Profit

Segment B – Not-For-Profit

Sr. No.	Category	Definition	No. of Awards
1	Inclusion & Accessibility	This category refers to the design and implementation of technology solutions that ensure equitable access and usability among diverse range of individuals, organizations, and projects, regardless of their background, resources, or capabilities, promoting inclusivity and equal opportunities. These initiatives may focus on accessibility features, assistive technologies, inclusive design principles, or initiatives empowering marginalized communities and persons with disabilities.	2
2	Education	This category refers to the use of technology to provide equitable access to quality education, empower marginalized communities, and foster lifelong learning opportunities for individuals and communities. These initiatives may focus on addressing systemic challenges, bridging educational gaps, and empowering learners to acquire the knowledge, skills, and competencies needed to thrive in a rapidly evolving world.	2
3	Environmental Sustainability	This category recognizes initiatives leveraging technology to address environmental challenges, promote sustainability, and mitigate the impacts of climate change. These initiatives may focus on renewable energy, waste management, conservation efforts, water sanitation, sustainable agriculture, or any other innovative solution contributing to environmental sustainability.	2

4	HealthTech	This category recognizes initiatives harnessing technology to improve healthcare access, delivery, and outcomes, thereby enhancing public health and well-being. These initiatives may include telemedicine platforms, health monitoring devices, medical diagnostic tools, patient management systems, or solutions building equitable access to health care through tech and other healthcare innovations.	2
5	Livelihood	This category recognizes initiatives leveraging technology to empower individuals with skills and enhance livelihood opportunities, thereby fostering financial inclusion, economic empowerment, and inclusive growth. These initiatives focusing on income generation, employment opportunities, skill development and trainings, access to productive resources, including land, capital, technology, information, networks, etc.	2
6	AI for Social Good	This category recognizes initiatives that leverage artificial intelligence (AI) to address pressing social, environmental, or humanitarian challenges. These initiatives should harness the power of AI technologies to create positive impact, advance human welfare, and contribute to sustainable development goals.	2
7	Cybersecurity	This category recognizes initiatives that leverage technology to address cybersecurity challenges, enhance digital security measures, and promote safe and secure digital environments. These initiatives may include innovative approaches to threat detection, data protection, encryption, secure coding practices, risk management, cybersecurity awareness, and education efforts.	2

Segment C – Corporate

Sr. No.	Category	Definition	No of Awards
8	Social Innovation through CSR	This category recognizes and celebrates an organization that demonstrates a strong commitment to investing in innovation and technology to create a positive social impact through CSR programs. These initiatives should	1

		extend beyond financial contributions, highlighting innovative approaches that embody social innovation and entrepreneurship, aiming to promote sustainable development and drive social impact.	
9	Tech Volunteering	This category recognizes an organization that demonstrates exceptional commitment and impact in leveraging technology through volunteering initiatives to address social, environmental, or community challenges. These initiatives may include innovative approaches and meaningful contributions made by employees who utilize their technological expertise to create positive change and make a difference in society.	1
10	Public and Private Collaboration	This category recognizes private organizations that have partnered with government bodies and other stakeholders to implement technology initiatives for societal well-being in India. It honors organizations tackling complex issues through systemic change, ensuring scalable and sustainable solutions. These initiatives must showcase the combined strengths and resources of both sectors to drive innovation and create inclusive solutions that benefit communities nationwide.	

Jury Awards (Not open for call for entry)

Sr. No.	Category	Definition	No of Awards
11	Women-led Tech Initiative	This category recognizes outstanding women leaders who are making significant contributions to technology and innovation while bridging gender gaps in India. These leaders should not only be advancing in technological frontiers but also championing inclusivity, empowering communities, and driving positive social impact through their ventures.	1
12	SDG Champion Award	This category recognizes both for-profit and not-for-profit organizations that are actively implementing innovative initiatives aligned with the United Nations Sustainable Development Goals (SDGs). It honors organizations that demonstrate a strong commitment to serving the community, driving sustainable development, and creating a positive social and environmental impact through their technology-driven solutions.	1

- It is mandatory for the participants to answer all questions pertaining to the category selected
- Employees and immediate family members of the Awards Management, sponsors and partners of the Awards are not allowed to participate in the Awards.

- The Jury holds the right to disqualify any application which does not meet the eligibility criteria. The Jury's decisions are final and binding and cannot be challenged in any manner whatsoever.
- The Awards management may modify the eligibility criteria from time to time with retrospective effect, without prior written notification.

Winner selection process

- The applications that qualify based on the defined eligibility criteria shall be presented to the Jury. The decision by the Jury, as confirmed by Awards Management, shall be final and binding. The application form and supporting documents shall be shared with the Jury members for their evaluation.
- The shortlisted applications, as well as the winning entries, may be featured or covered by the Awards management or brief thereof may be featured on the website and/or any other platform/media at the sole discretion of the Awards Management.
- No correspondence of whatsoever nature relating to shortlisting of entries or selection of winning entries shall be entertained
- Awards management shall screen or display the entries for the Jury
- The Jury shall select the top finalists along with the winners

Winner declaration

- The Awards management reserves the right to offer or withdraw any of the prizes/rewards/gratification/Awards as provided herein, at any point of time, including after they have been announced.
- Awards management shall have the liberty, but not the obligation, to publish information with respect to the submission/entries made by the participants.
- Participants declare that the details furnished in the application form and supporting documents submitted for the Awards are true, correct, and complete and, wherever required, provided after thorough due diligence and inquiry. In case any of the said information is found to be false or untrue or misleading or misrepresenting, the participant will be liable and accountable for any consequences resulting thereto including indemnifying the Awards management for any expenses, costs, losses, damages incurred.
- The participant authorizes the Awards management to use the content submitted as part of nomination/ participation, in whole or in part and use and display such content and application, which shall include trade publications, press releases, electronic and/or social media posting to any website, electronic hyperlinks to the website of the participant, and/or any other display format selected by the Awards management during the Awards ceremony or at a later point in time as it may deem fit.
- The Awards management may, in its sole discretion, exclude a participant from participating in any part of the Awards on various grounds, which may include without limitation (a) circumstances which renders the participant unfit to participate therein; (ii) inability to produce documentation specified proving the identity of the participant; (iii) any other reason that, at their sole discretion, would adversely impact the Award. At no point of time will the Awards management be obliged to notify unsuccessful participants of its decision.
- The Awards management is not responsible if a call to a winner is not successful due to:

- Line being busy
 - Congestion
 - No answer received
 - Poor call conditions / unclear reception
 - Number engaged
 - Call drop
 - E-mail not delivered
- Other reasons that could render a call unsuccessful or terminate it
- The Awards management further reserves the right to replace, at its discretion, any winner(s) who for any reason fails or is disqualified from or is unable to successfully participate in the Awards or breaches any Terms, with another Participant who should be eligible to be a winner.
- The Awards management will endeavor to reach out to winners within 30 days from winner declaration to obtain details and documentation, if any, to initiate the registration process for the prize, if applicable. The Awards management will make a maximum of 3 attempts to get in touch with such winner. Failure to contact the winner may result in forfeiture of the prize for such participant and the Awards management may award the same to subsequent eligible participant with highest score.
- The Awards management will use the e-mail used to register for the Awards by the participant, to identify the winner of the prizes won, if any. Inability on the part of the participant to accordingly show or provide the required identification proof could entitle Awards management to disqualify the participant from any winnings.
- Awards management shall make reasonable endeavors to (is) enable participant(s) to proceed with participation in the Awards (ii) to contact all winner(s) at each relevant juncture of the Awards, Awards management can make no guarantee thereof and Awards management, shall in its sole discretion, be entitled to proceed with the next entitled participants who are eligible to be winners under the Terms, in case it is unable to successfully contact and communicate with participants(s)/ winner(s) in terms hereof.
- Awards management will have no liability to a pwho is unable to take part in the Awards, for whatever reason and Awards management shall be entitled to disqualify the participant(s) from the Awards, at any time, at the discretion of Awards Management.
- Awards management further reserves the right to replace, at its discretion, any winner(s) who for any reason fails or is disqualified from or is unable to participate in the Awards, with another participant, notwithstanding that such participant may have been previously eliminated from the Awards and each participant shall agree to collect the prize as and when required by Awards management to do so.
- If at any point, it is determined by the Awards management that any person has tampered with the website, or any data / servers / database / etc. related to the Awards, the Awards management reserves the right at its discretion to revoke or winnings/prizes of any such participants and / or initiate litigation as deemed fit and necessary by the Awards Management
- Awards management will reach out to winners within 30 days from winner declaration to obtain details and documentation, if any, to initiate the registration process for the prize, if applicable. Awards management will determine delivery of the Award in consultation with the other partners of the platform and based on what is made available, if applicable. Neither Awards management nor the partners will be responsible should the winners refuse to accept the Award as made available.
- Winners will receive a communication via email on the registered email id, from the Awards management, or on the website. The details will be intimated by Awards management to each

such winner on the email id provided by them at the time of registration on website, on a best effort basis. Any winners who do not respond within 30 days will be forfeited and the winners will be disqualified, if applicable.

- The winners, in order to, claim/ redeem Award will be required to send attested copies of a valid photo ID proof issued by the Government with address (passport, or any other Government identity proof, etc.) and any other documents that will be required within the stipulated time, if needed.
- The winner agrees that the delivery of the Award may be delayed as a result of a delay in submission of documents and/ or any force majeure events which are not within the control of Management, including but not limited to the orders/notifications/restrictions/prohibitions by the Government of India/other countries and the respective States/Union Territories arising out of any unforeseen circumstances, if applicable.
- The winners hereby agrees that he/ she shall not hold Awards management responsible for any delays and/ or disputes and/or claims arising out of the Award and shall indemnify the Awards management against all such claims. The winners hereby agree that any in case of any disputes/ claims arising out of the Award, the same shall be addressed directly to the Awards Management.
- Awards management may refuse to gratify the winner(s) in the event of any fraud, dishonesty, or non-entitlement on the part of any of such winner(s) to participate in the Awards, under the Terms.

Prohibited Activities

- Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property.
- Using the website in any manner intended to damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of the website.
- Attempting to gain unauthorized access to the website, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means.
- Obtaining or attempting to obtain any materials or information stored on the website, its servers, or associated computers through any means not intentionally made available through the Website

Phases and Dates of the Award*

Submission Opening	June 21, 2024
Submission Deadline	July 22, 2024
Announcement & Presentation	September 24, 2024

* Tentative

- The above-mentioned schedule could be added to, modified, or cancelled based on technical requirements and in case the Awards is for any reason rescheduled, extended, cancelled, or terminated early and same shall be the absolute sole discretion of Awards management.
- All applications received will be evaluated based on pre-defined evaluation criteria determined by the Awards management in its sole and absolute discretion.

- The decision taken by the Awards management, based upon the observation & recommendations of Jury, with respect to the evaluation/disqualification/qualification is final and binding on all participants. No claims/queries raised with respect to the same will be entertained in this regard.

Limitations & Disclaimers

- The Awards management will not be responsible for late/ incomplete/ corrupted/ defective applications and/or which cannot be read or viewed for any reason, and such applications shall stand automatically disqualified. Awards management shall not be responsible if for any technical, physical, or other reasons, the application is not received or cannot be read/ viewed/ judged.
- The Awards management reserve their right to suspend, cancel or modify, add to, or truncate these Terms & Conditions or Awards relating thereto at any time without notice. Participants shall periodically check this page for updating of these Terms & Conditions.
- Awards management gives no warranties in respect of any aspect of the Awards, or any materials related thereto or offered at the Awards and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Awards are provided on an “as-is” basis. Awards management does not accept any responsibility or liability for reliance by you or any person on any aspect of the Awards or any information provided at the Awards.
- Awards management does not make any warranty that the Awards and/or emanating results will meet participant’s expectations.

General

- Participant agrees that he/she is legally capable of entering and, if selected, participating in the Awards and agree to the Terms & Conditions.
- Participant understands and agrees that merely participating in this Awards does not entitle them to a prize or to any other form of consideration.
- Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify Awards management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or the defines of a claim or any costs payable thereof.
- Participants for the purpose of entering the Awards, automatically grants the Awards management a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such application, for participation in the Awards, and any intellectual property in relation to and arising out of such participation in the Awards and footage thereof, which shall include trade publications, press releases, electronic posting to the website, the website in any display format selected during the Awards as it deems fit.
- The Awards management reserve the right to, at its discretion, withdraw or amend or add to the Terms & Conditions for the Awards at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any individual or organization may suffer

because of participating or attempting to participate in the Awards, the Awards being withdrawn, or its rules amended.

- Should a Participant wish to withdraw from the Awards, kindly inform the Awards management in writing on techforgoodawards@nasscomfoundation.org at any time up to one week prior to the final Awards ceremony.
- All disputes relating to or arising out of the Awards shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at New Delhi, India.
- In the event these terms and conditions do not cover any question or complaint in relation to the Awards, the same will be concluded on by the Awards management (for all other issues) or an independent body or legal team as appointed by the Awards management and deemed necessary.

Website

- The Website is only an informational website: [Nasscom Foundation TechForGood Awards](#) for the Awards. The Awards management is not liable or responsible for any action or decision taken by participant or anyone acting on participant's behalf or under participant employment or under contract with participant. The Awards management shall not be under any obligation to participant and participant shall have no obligation or rights in relation to the Awards and shall have no claims whatsoever against the Awards management relating to the selection process or the running of the Awards.
- The Awards management shall not be responsible for:
 - any delivery, failures relating to the registration or uploading videos/presentations.
 - any SPAM generated messages as result of participant accessing the website.
 - Awards management not receiving or rejecting any data.
 - any lost, late, or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
 - Other conditions/situations or failures beyond its control.

Disclaimers

- The Awards management has no obligation to screen the application material in advance and is not responsible for monitoring entries for the purpose of preventing violation of intellectual property ownership rights, or violations of any law, rule, or regulation. If the Awards management is notified of submissions or materials that may not conform to the rules, it may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such an application from consideration. The Awards management has no liability or responsibility to participants or other users of the website for performance or non-performance of such activities.
- Awards management failure to exercise any right shall not be deemed a waiver of any further rights. Awards management shall not be liable for any failure to perform its obligations where such failure results from any cause beyond Awards management's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary for this Agreement to otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sub-licensable by you except with Awards management prior written consent. This Agreement shall be governed

by the internal laws of the India and the parties shall submit to the exclusive jurisdiction of the courts located in New Delhi, India.

- Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.
- No agency, partnership, joint venture, or employment is created because of this Agreement, and you acknowledge that you do not have any authority of any kind to bind Awards management in any respect whatsoever.
- The participant hereby agrees and undertakes not to hold Awards management and/or or any of their group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that the participant may/might have suffered, sustained or incurred, or claims to suffer, sustain or incur, by way of and /or on account of participation in the Awards or related to the prize in any manner whatsoever.

Systems and availability

- Awards management, its affiliates, process advisors, contractors, partners and promotion are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit participants / participant's ability to participate, including any injury or damage to participants or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. Awards management is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted, or misdirected answers, which will be disqualified. Awards management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all answer's personal details (provided, however, that participants acknowledge and agree that such methodologies are not infallible, and that the organizers make no guarantee as to their effectiveness).
- Any loss or outrage or dissatisfaction suffered by the course of the Awards by a participant would not be the responsibility of Awards management and/or its associates/ affiliates and Awards management or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction.
- All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, Awards management may have to continue with whatever data is available, or in any other manner as it may deem reasonable. Awards management should not be held responsible for any loss of data or the action taken on account of the same. Awards management will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- Prior to start of the Awards, the participant must check that the website is operational and functioning correctly. The participant is advised to keep adequate RAM and phone memory available to ensure smooth functioning of the website.
- The server used to communicate with the participant has adequate redundancies built into it. However, in the rare cases, the server is down during the call for entry period, the Awards

management will, at its discretion but not as an obligation, determine such measures as it may deem fit.

- The participant acknowledges that all possible issues may not have been identified by Awards management and its partners and agrees to hold harmless Awards management and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the participant or the participant's property or device shall not be the responsibility of Awards management or its partners.
- No person (i.e., either the participant, or any person on behalf of the participant) shall initiate litigation against Awards management or its partners in any manner. In the event the participant has any grievance with respect to the Awards/competition/prizes shall provide its grievance/complaint to techforgoodawards@nasscomfoundation.org and decision of the Management towards grievance redressal shall be final and binding upon the participant.
- The Awards management shall not be liable for any failure of the application server or system during Awards.

Publicity

- The participant, by providing the aforesaid sensitive personal information hereby voluntarily agree that Awards management shall have the right to share the information so collected with such other third party as required for the purpose of the Awards and hereby agree that they shall not file any claim against Awards management for sharing of such personal information. Any information shared by the participant to Awards management shall be handled by Awards management in terms of the privacy policy of Awards management.
- By entering the Awards, participant agree to participate in any media or promotional activity resulting from the Awards as reasonably requested by the Awards management at their expense and agree and consent to use of their name and/or likeness by the Awards management.
- Awards management will contact participants in advance of any Awards management media request for interviews. The entries may also be used for promotional, marketing, press and media purposes and participants agrees to waive any rights and not assert any intellectual property rights that they have or may have in the applications submitted for the Awards. The Awards management reserves the right to publish the name and likeness of the participants, the finalists, and the winners of the Awards on website or through other media for publicity purposes. Participants acknowledge that they will not be paid for use of name and/or likeness or application submissions and hereby relinquish (and with respect to its company, if applicable) any past, present, or future monetary or other claims against Awards management and its affiliates for this use.
- None of the participants shall, without the prior written approval of the Awards management, speak to the press or any other media or any third person, nor give any interviews or comments relating to any aspect of the Awards. The Participant shall not disclose any information whatsoever relating to Awards management to any other party. Violation of this clause shall immediately disqualify the participant's prospects of further participation.
- The participant shall always keep confidential all particulars and details regarding the Awards
- Any photographs, videos etc. submitted by the Participant s/winners to Awards management or recorded, shall on submission/creation become the property of Awards management and shall be available to Awards management for exploitation across all mediums throughout the world in perpetuity. The participant (s) shall ensure that the photos or videos submitted by them in any

public domain, or their performances shall not be obscene, vulgar, defaming, denigrating women, or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person. The participant (s) shall solely remain liable for any action (criminal/civil) arising therefrom.

- Acceptance of these terms & conditions by the participant constitutes permission for Awards management, including its affiliates, to click photographs, record videos of the participant (s) and use the participant (s) name, photographs, likeness, voice, and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any compensation whatsoever.

Privacy

- Participants voluntarily agree that personal data submitted with an application, including name, mailing address, phone number, and email address may be collected, processed, stored, and otherwise used by the Awards management and its affiliates for the purposes of conducting and administering the Awards. By entering the Awards, Participant agree to the transmission, processing, disclosing and storage of this personal data by Management and its affiliates. All personal information that is collected from the participant is subject to nasscom foundation Privacy Policy, located at: <https://www.nasscomfoundation.org/>

Warranty and indemnity

- Participant warrant that their application submission is their own original work and, as such, they are the sole and exclusive owner and rights holder of the application submitted and that they have the right to submit the application in the Awards and grant all required licenses. Each participant agrees not to submit any application that: (a) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity, or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.
- To the maximum extent permitted by law, participant indemnifies and agrees to always keep indemnified Awards management from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default, or omission of the participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, participant agrees to defend, indemnify and hold harmless Awards management from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (i) any application submission or other material uploaded or otherwise provided by participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by participant in connection with the Awards; (iii) any non-compliance by participant with these Terms; (iv) claims brought by persons or entities other than the parties to these Terms arising from or related to participant's involvement with the Awards; (v) acceptance, possession, misuse or use of any prize or participation in any Awards-related activity or participation in the Awards; (vi) any malfunction or other problem with the Awards Website in relation to the application and participation in the Awards by participant; (vii) any error in the collection, processing, or retention of application or voting information in relation to the

application and participation in the Awards by participant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the application and participation in the Awards by participant.